App. F. IX-4

1949-50
(CB)

File No. 185-49

Serial Nos. 1

Previous References.
F. 185-49. Letter No. 1009 W.
Dated 25th April 1935. Addressed by the
Govt of Madras to the Govt of India
on the Subject of Payment of Royalty by
the Mysore Govt for utilising the Power at the
~~Later References.~~ Cauvery Falls at Sivasamudram.
2) F. 185-49. Section II. Correspondence Relating
to the Jog Falls Hydro-Electric Project.

GENERAL AND REVENUE SECRETARIAT

Serial Nos. One

Part B for NOV 49

SUBJECT

Agreement with other Government Electric Power.

Agreements or Arrangements with other Govts

Subject:— 'Electric Power'

The undermentioned agreement concluded with the Govt of Madras or of Bombay, as the case may be, are placed below:

1) The Govt of Madras agreed in 1907 to permit the Govt to utilise the waters of the falls at Sivasamudram for the generation of Power, subject to the payment of Royalty to the Govt of Madras.

The originally agreement expired on in July 1935.

According to the revised agreement the Govt are paying royalty @ the rate of Rs 20,000/- to the Govt of Madras.

A copy of the revised agreement, if any, on the subject, has to be obtained from the Electrical Secty.

(Neither the Chief Electrical Engineer nor the Addn Secty has so far sent a copy)

addressed by Govt on 14-10-49 in the matter. Since received on 8/11/49

Agreements With other Govts

2) In 1938, the Govt of Bombay permitted this Govt to utilise the Waters of the falls at Gersoppa, for the development of Electrical power, subject to the condition of Mysore undertaking to safeguard the Scenic objects of the Gersoppa Falls and to supply to the Govt of Bombay, if required, of power from the Jog Scheme upto a maximum of 5,000 H.P. on reasonable terms to be agreed upon mutually by the 2 Govts.

3) The marginally noted agreements entered with the Govt of Madras are in the nature of a contract for services rendered or to be rendered in connection with the supply of Power to the consumer.

a) Power supply to Ceded Districts

b) Power supply to Kolegal

X Renewal agreement has been sent to the Govt of Madras for execution

Ks
25/10/49

SW/LS 1852/CB

Agreements with other Governments
" Electric Power"

Please ask the chief Elec. Engineer to send a copy of the revised agreement if any, regarding the use of the waters of the falls at Sivasamudram.

DCM&R
27.10.49

Submitted with a draft

Asst
DCM&R
29.10.49

28/10/49 Vrs

From

The Chief Electrical Engineer

Letter No 19852 dated 8/11/49

Forwarding a copy of letter dated 22-12-36 from the Secretary to the Govt of Madras, P.W.D., regarding the amount of royalty payable by this Govt for utilising the power of the Cauvery Falls at Sivasamudram.

A consolidated payment of Rs 20,000/- p.a. is now being paid to the Govt of Madras.

This has been incorporated in the ~~notes~~ corresponding portion of the notes

10/11/49 Vrs

10/11/49 May this be recorded?

10/11/49 Vrs

DCM&R
10/11/49

No 4184/CB

Camp, Mysore, 2nd NOVEMBER 9

The Chief Electrical Engineer in Mysore,
BANGALORE.

Sir,

With reference to the correspondence ending with your D.O.letter No.692 dated 21-10-1949 on the subject of compilation of Agreement entered into with other Governments, I am directed to request you to be so good as to forward immediately a copy of an agreement entered into with the Government of Madras, fixing the amount of Royalty payable by this Government from July 1935 (i.e., from the date of expiry of period of previous agreement) for utilising the power of the Cauvery Falls at Sivasamudram.

Yours faithfully,

2/11/49

For Chief Secretary to Government.

Immediate

To

The Chief Electrical Engineer
in Mysore
Bangalore

Sir,

With reference to the correspondence ending with your D.O letter No 692 dated 21-10-49 on the subject of compilation of Agreements entered into with other Govts, I am directed to request you to be so good as to forward immediately a copy of an agreement ~~(illegible)~~ entered into with the Govt of Madras, fixing the amount of Royalty payable by the Govt from July 1935 (i.e from the date of the expiry of their previous agreement) for utilising the power of the Cauvery Falls at Sivasamudram.

Yours faithfully

DMK
29.10.49
for Chief Secy to Govt

Vs
28/10/49

Sl.ILS 2062
CB

TELEPHONE No. 2110.

IN REPLY REFER TO
No. 19852
ENCLD. copy of D.O.letter and etc.,

TELEGRAPHIC ADDRESS:
"GOMED"

CODES USED
BENTLEY'S LIEBER'S
A. B. C. 6TH EDITION
BUSINESS TELEGRAPH CODE

GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT

OFFICE OF THE CHIEF ELECTRICAL ENGINEER

Bangalore 8 November 49.
(MYSORE, S. INDIA)

To

The Chief Secretary
to the Government of Mysore,
Bangalore.

Sir,

Agreements.

With reference to letter No.4184/C.B. dated 2nd November 1949, I have the honour to forward herewith a copy of D.O.letter No.4640 D/36-2 dated 22-12-1936 from Mr.W.Scott Brown, C.I.E., I.C.S., Secretary to the Government of Madras, Public Works Department, to the Dewan of Mysore, forwarded to this office in Memo No.G.D.W.166 dated 2-1-1937 together with the enclosure regarding Sivasamudram Royalty for your kind information. The payment of Royalty forms part of the agreement for - distribution of Tunga Water, the details of which may be obtained from the Chief Engineer for Irrigation in Mysore, Bangalore.

CHIEF SECRETARY
CB
8 NOV 1949
GOVT OF MYSORE

Yours faithfully,

Chief Electrical Engineer.

SWKS 1791
CB

Telegrams:—"GOMED"

Telephone No. {Office: 2416 / Residence: 2014

MR. M. HAYATH, B.E. (MECH.), B.S.E.E.
Chief Electrical Engineer.

OFFICE OF THE CHIEF ELECTRICAL ENGINEER
TO THE GOVT. OF MYSORE.

D. O. No. 692

BANGALORE 21st October 1949.
(S. INDIA)

Encls 4 copies of agreement (22 pages)

Dear Sri Srinivasan,

As desired in your D.O. No. 3756-68/C.B. dated 14-10-1949, I forward herewith for your kind information copies of the marginally noted agreements for power supply entered into and those to be entered into by the Mysore Government with the Madras Government. The agreement for Power supply at Kollegal to the Government Silk Factory was first entered into for a period of 5 years from 27-8-1943 and the renewal of the same for bulk supply for a further period of 10 years was sent to the Secretary, Public Works Department, Government of Madras, in letter No. EDS.1029/Elecl.84-48-19 dated 29-9-1949 for execution.

1. Copy of the 8 years Special Agreement entered into with the Madras Government on 1-9-47 in respect of power supply to Ceded Districts. (Received with our Government letter No.EDS.3099/Elecl.44-44-45 dated 22-3-48).
2. Copy of the supplemental Agreement proposed by our Government (in their No.EDS. 4153/Elecl./141-48-7 dated 30-4-49) in respect of power supply to Ceded Districts.
3. Copy of the 5 years Special Agreement entered with the Madras Government on 6-8-47 in respect of power supply to Kollegal (received with our Government letter No. EDS.1740/Elecl.322-45-15 dated 2-1-48).
4. Copy of the Renewal agreement proposed by our Government (in their No. EDS.1029/Elecl.84-48-19 dated 29-9-49).

The lines for power supply to Ceded Districts having been charged on 7-6-1949, the proposed agreement in respect of this supply will take effect from that date, as per letter No. EDS.1005/Elecl. 141-48-12 dated 28-9-1949.

Yours sincerely,

Sri.K.Srinivasan, B.Sc.,
Chief Secretary to the
Govt. of Mysore,
Bangalore.

AGREEMENT made this 1st day of September one thousand nine hundred and forty seven Between THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE (hereinafter called the 'Supplier' which expression shall, where the context so admits, include its successors and assigns) represented by the Secretary to the said Government, Electrical Department for the time being Mr.R. RAMAKRISHNA of the one part AND HIS EXCELLENCY THE GOVERNOR OF MADRAS in the exercise of the executive authority of the Province of Madras (hereinafter called the 'Consumer' which expression shall, where the context so admits, include his successors in office and assigns) of the other part.

WHEREAS the Consumer has requested the Supplier to furnish to him a supply of electrical energy up to 4,000 K.W. (four thousand kilowatts) in bulk at the point hereinafter mentioned for the purpose of distribution by the Consumer in the Ceded Districts of the Province of Madras and for any other purposes for which the Consumer may require such energy;

AND WHEREAS the Supplier has agreed to supply such energy to the Consumer for the period and upon the terms and conditions hereinafter set forth;

NOW THESE PRESENTS WITNESS that the parties have agreed in the manner following, that is to say:-

1. (i) The Supplier agrees to supply to the Consumer electrical energy up to 4,000 K.W. in bulk at the point hereinafter mentioned on 3 - phase 50 cycles alternating current system at a normal pressure of 66,000 volts.

(ii) In the event of the Consumer requiring at any time a supply mf more than 4,000 K.W. such additional supply as the Supplier may agree to afford may be made by the Supplier to the Consumer on terms and conditions to be mutually agreed upon.

2. The point of supply shall be at a place to be mutually agreed upon near Ujjini, Bellary District, but within the border of the Mysore territory and a single 66 K.V. line shall be run from the Supplier's present terminal at Davangere to the point of supply at

P.T.O.

the expense of the Supplier who will at his expense may, fit up, maintain, supervise and keep in repair, suitable and proper cables and other apparatus for such delivery and for metering at the point of supply.

3. (i) The Supplier will take all reasonable precautions to ensure a supply of power to the Consumer and the due continuity of such supply with as little variation of voltage and frequency as is reasonably practicable, but the Supplier shall not be liable to the Consumer for any loss due to interruption in the supply of power by reason of cutting off of or damage to any wires or works of the Supplier due to war, mutiny, riot, or strike or, by reason of earthquake, hurricane, or tempest, or of any accident or causes not within the control of the Supplier, provided always that the Supplier shall give notice as early as possible of the probable duration of any interruption in supply due to any of the aforesaid causes and will use every practicable means to make the period of interruption as short as possible.

(ii) If at any time the Consumer is prevented from receiving and using the electrical energy to be supplied under this agreement either in whole or in part owing to any strikes, riots, insurrections, lawful command of a Civil or Military authority, fire, explosion, act of God or any other cause reasonably beyond control of the Consumer, the minimum charge or guarantee under this Agreement shall be reduced in proportion to the ability of the Consumer to take supply without prejudice to the payment referred to under clause 17 and 18.

4. For the purpose of registering the electrical energy taken and the demand in kilowatts made by the Consumer under this agreement there shall be provided by the Supplier one suitable 66,000 volts metering equipment at the point of supply which shall be the property of and be kept in repair and calibrated by the Supplier. Meter rent shall be charged in accordance with the rules from time to time in force in the Department of Electricity of the Supplier.

5. The Consumer may at his own expense instal check meters at

P.T.O.

the metering point of the Supplier.

6. The meters belonging to the Supplier shall be kept properly sealed by the Supplier and the meters belonging to the Consumer shall be kept properly sealed by the Consumer. The meters shall not be interfered with by either party except after due intimation to the other party.

7. The readings of the said meters installed by the Supplier shall be taken by the accredited representatives of the Supplier at or as near noon as practicable on the last day of each calendar month and the readings so taken shall be binding and conclusive between the Supplier and the Consumer as to the amount of electrical energy supplied to the Consumer. The Consumer's representative may arrange to be present at the time of the readings. In the event of any meter being found defective and a check meter not having been installed the power consumed for the period during which the meter was defective shall be determined by taking the daily average consumption for the previous period of supply not exceeding three months. The meter or meters shall be deemed to be correct if as a result of test the meter or meters is or are found to vary within the limits as prescribed by the Indian Electricity Rules 1937, or any statutory modification thereof for the time being in force.

8.(i) Once in every year the meters shall be calibrated and standardised if considered necessary by the Supplier, in the presence of a representative of the Consumer.

(ii) Adjustment in bills will be made for error at average load and power-factor of the Consumer, when the meter is found to be incorrect during annual periodical tests, for a preceding period of three months unless there is evidence for adopting a different period. The meter or meters shall be deemed to be correct if as a result of test the meter or meters is or are found to vary within the limits prescribed by the Indian Electricity Rules 1937, or any statutory modification thereof for the time being in force.

P.T.O.

9. Either party to this agreement may at any time and after notice to the other party have a special test carried out of any or all the meters belonging to the Supplier above mentioned at a place to be fixed by mutual agreement. The meter or meters so tested shall be deemed to be correct if as a result of such test the meter or meters is or are found to vary within the limits prescribed by the Indian Electricity Rules 1937, or any statutory modification thereff for the time being in force. If the mean error be found to be more than that prescribed by the said Indian Electricity Rules or any statutory modification thereof for the time being inforce the Supplier will deduct from or add to the account of the preceding period of three months an amount equivalent to the error. The expenses of such test shall be borne by the Supplier in the event of the account requiring any adjustment as hereinbefore mentioned. If no adjustment of the account is necessary as a consequence of such special test the party at whose instance the test was conducted shall bear the costs of such tests.

10. The rates to be charged by the Supplier for the power supply at the point of supply under this agreement will be in accordance with the high tension tariff set out below:

	Class and total monthly consumption in K.W.H.	Rate per K.W.H. Anna.	Rate per K.W. of maximum demand per month.
I.	Upto 1,00,000	0.450	Up to 1,000 K. Rs.3/-
II.	Exceeding 1,00,000 & upto 1,50,000	0.425	
III.	" 1,50,000 " 2,00,000	0,400	
IV.	" 2,00,000 " 3,00,000	0.375	1,000 K.W. an
V.	" 3,00,000 " 5,00,000	0.350	PLUS over Rs.2/12/-
VI.	" 5,00,000 " 10,00,000	0.325	
VII.	" 10,00,000	0.300	

The above tariff is subject to a maximum overall unit charge of 0.66 anna per unit without prejudice to the minimum monthly payment defined in Clause 12, provided the consumption is in excess of 1,20,000 units per month. If the consumption is below 1,20,000 units per month, the tariff is subject to a maximum overall unit charge of 0.75 anna per unit without prejudice to

CONTD.

the minimum monthly payment defined in clause 12.

11. For the purpose of this agreement the maximum demand of supply to the Consumer for each month shall be the maximum demand at the point of supply during any consecutive thirty minutes in the month.

12.(i) Maximum demand charges for any month and at the point of supply shall be based on maximum kilowatt demand as determined in accordance with clause 11 for the previous calendar months commencing from January of each year and ending with the month in question. For the first calendar year of service the demand charge for any month will be based on the maximum kilowatt demands for the months commencing with the month of commencement of supply and ending with the month in question. The demand charge for the first month of operation will correspond to the maximum demand for that month.

(ii) The demand payment will be a fixed monthly charge whether energy is consumed or not and shall constitute the minimum monthly payment.

13. The power-factor of the plant and apparatus owned by the Consumer at the point of supply shall not be less than 0.8. Should the power-factor be below 0.8 it is liable to a penalty of 8 annas (eight annas) per K.W. of monthly demand while if the power-factor drops below 0.7 it must be brought up by methods approved by the engineers of the Supplier, failing which the services may be discontinued. For purposes of this clause the power-factor shall be that determined during the half-hour of maximum demand on any working day in the month.

13.A. The Supplier reserves the right to discontinue supply of power for purposes of testing for a period not exceeding one hour once every month and also at any other time if it should appear necessary for the Supplier to test any portion of the plant in order to secure subsequent continuity of supply or for the purpose of connecting new machinery. These monthly stoppages may at the option of the Supplier be extended, on due notice, to six hours once every six months. No reduction of the monthly charges shall be claimed by the Consumer on this account.

P.T.O.

14. The Supplier and the Consumer agree that no tax shall be levied by either of them on the other in respect of the supply under this agreement. If any such tax is levied, the party so taxed shall be reimbursed by the other party.

15. The Supplier shall within fifteen days after the expiration of each calendar month deliver to the Consumer an account stating the number of units supplied to the Consumer by the Supplier in accordance with the readings of the said meters and the amount payable therefor as also the amount payable in respect of the maximum demand charge and other charges if any payable by the Consumer to the Supplier and the Consumer shall pay the same within thirty days from the delivery of such account. Provided that the Supplier shall be at liberty to charge interest at the rate of 7 per cent (seven per cent) per annum on the amounts of such bills as are not paid within the abovesaid period of 30 days in addition to and without prejudice to the other rights of the Supplier herein contained.

16. If any payment herein provided for or any part thereof shall be unpaid for the space of thirty days next after any of the days whereon the same ought to have been paid as aforesaid, or if the Consumer shall not in all things perform and observe the conditions herein contained and on the part of the Consumer to be observed and performed then and in such cases and in addition to any other right or power possessed by the Supplier, the Supplier shall be at liberty at any time thereafter notwithstanding that the Supplier may not have taken advantage of any previous breach or default or event of a like nature at its choice to suspend all further supply of electrical energy under this agreement or to discontinue the supply once for all. Such suspension of the supply of electrical energy shall not relieve the Consumer of his liability to pay the minimum charge and the guaranteed revenue

CONTD.

provided for herein nor shall such discontinuance affect any right claim, demand or power which may have accrued to the Supplier.

17. In consideration of the Supplier constructing the 66000 volts transmission line from the Supplier's present terminal at Davangere to the point of supply and installation of equipment at Bhadravathi to effect the said supply and supplying electrical energy to the Consumer, the Consumer guarantees to the Supplier that the revenue arising from the bills for the sale of power to the Consumer during the period of this agreement shall not be less than the actual capital investment incurred by the Supplier to effect the bulk supply to the Consumer under this agreement. The actual capital investment aforesaid is expected to be about Rs.13 lakhs (thirteen lakhs). Should the revenue during the period of this agreement be less than the actual capital investment incurred by the Supplier the Consumer shall be required to pay to the Supplier at the end of the period of this agreement and along with the payment of the last bill for consumption of energy supplied to the Consumer during the period of this agreement, the difference in total revenue received during the period of this agreement and the guaranteed amount of actual capital investment incurred by the Supplier.

18. The Supplier shall give notice to the Consumer as soon as the Supplier is ready to give supply under this agreement and the Consumer shall give notice to the Supplier as soon as the Consumer is ready to take supply. If supply of electrical energy under this agreement is not commenced by the first day of January one thousand nine hundred and forty nine owing to the Supplier being unprepared to give supply or the Consumer being unprepared to receive such supply, the party who is unprepared shall pay to the other of them a penalty at the rate of Rs.10,000 (ten thousand) a month from the first day of January one thousand nine hundred and forty nine until actual commencement of supply under this agreement.

P.T.O.

19.(i) This agreement shall subject as hereinbefore provided be and remain in force for a period of eight years from the date of commencement of supply of electrical energy under this agreement. The Consumer shall, however, be at liberty to determine this agreement and stop taking supply thereunder at any time after five years from the date of commencement of supply provided the total revenue arising from the bills for the sale of power to the Consumer from the date of commencement of supply is equivalent to the actual capital investment incurred by the Supplier to effect the bulk supply to the Consumer under this agreement.

(ii) At the request of the Consumer this agreement may be extended beyond the period of eight years for a further period on terms and conditions to be mutually agreed upon by the Supplier and the Consumer.

20.(i) The Jog Hydro-electric system of the Supplier and the Thungabhadra Hydro-Electric System of the Consumer may be operated in parallel, provided that should such parallel operation affect prejudicially the operation of either of the systems then the two systems may be separated at a sub-station to be mutually agreed upon between the Supplier and the Consumer.

(ii) The Supplier and the Consumer agree to retain permanently after the expiration of this agreement the line of the Supplier from Davangere to Ujjini and that of the Consumer from Ujjini to the Tungabhadra Hydro-Electric system of the Consumer respectively. Each party shall maintain at its or his own expense the portion of the tie line lying within its or his territory.

(iii) The interchange of power between the Jog Hydro-Electric system of the Supplier and the Tungabhadra Hydro-Electric System of the Consumer shall be on terms and conditions to be mutually agreed upon therefor by the Supplier and the Consumer at a later date.

CONTD.

21. Any dispute or difference arising between the Supplier and the Consumer or their respective electrical engineers as to the supply of electrical energy or the pressure thereof or as to the rates of supply or as to the interpretation of this agreement or the right of the Supplier or the Consumer to determine the same or any other question, matter or thing arising hereunder, shall be referred to a single arbitrator to be mutually agreed upon by both the parties and the arbitrator's decision thereon shall be final and binding on both parties.

IN WITNESS WHEREOF the Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department, for the time being Mr. R. RAMAKRISHNA for and on behalf of the Government of His Highness the Maharaja of Mysore and G. Sundaram Chief Engineer for Electricity to the Government of Madras for and on behalf of and by the order and direction of His Excellency the Governor of Madras have hereunto set their hands.

Signed by the above named
in the presence of:-

1. Sd. K.N. Chennabasappa
Assistant Secretary to
Government, Electrical
Department.

2. Sd. V. Doraiswamy,
Clerk, Electrical Branch,
General & Revenue Secretariat.

Sd. R. Ramakrishna,
Secretary to the Government
of His Highness the Maharaja
of Mysore, Electrical Department

Signed by the above named
in the presence of:-

1. Sd.

General Superintendent
Operating systems.

2. Sd. N. Venkataraman,
Personal Assistant to the
Chief Engineer (electricity)

Sd. G. Sundaram,
Chief Engineer for Electricity
to the Government of Madras.

Approved and confirmed by the
Governor-General.

Copy

Sd.

Seal of the Government of India Ministry of States.

Secretary,
to the Government of India,
Ministry of States.

GOVERNMENT OF MYSORE: ELECTRICAL DEPARTMENT.

Supplemental Agreement made this..... day of .....one thousand nine hundred and forty ..... BETWEEN the Government of His Highness the Maharaja of Mysore (hereinafter called the 'Supplier' which expression shall where the context so admits include its successors and assigns) represented by the Secretary to the said Government, Electrical Department for the time being Sri..... of the one part AND His Excellency the Governor of Madras in the exercise of the executive authority of the Province of Madras (Hereinafter called the 'Consumer' which expression shall where the context so admits include his successors in office and assigns) of the other part.

Whereas on account of the unavoidable and serious practical difficulties that are being experienced by the Supplier in procuring and collecting materials, equipment etc. required for arranging supply of electric energy or power he has not been able to commence the supply of of electric energy to the Consumer for the purpose of distribution by the Consumer in the Ceded Districts, by the first day of January one thousand nine hundred and forty nine, as specified in clause 18 of the Agreement already entered into by and between the parties herein on the 1st day of September one thousand nine hundred and forty seven in respect of such power supply, and whereas the supplier has also intimated in his letter No.EDS. 1505/Elecl. 141-48-2 dated 28-10-48 (addressed to the Secretary to Government, Public Works Department Government of Madras, Madras) to postpone the date of power supply from 1-1-49(first day of January one thousand nine hundred and forty nine) to 1-4-49 (first day of April one thousand nine hundred and forty nine) and the Consumer has also suggested for his ~~one~~ own reasons and with a view to allow for unforeseen delays has considered it necessary to postpone the date of power supply to 1-7-1949. (First day of July one thousand nine hundred and forty nine), and whereas both the parties have thus agreed to postpone the date of power supply of electric energy to 1-7-1949 (First day of July one thousand nine hundred and forty nine); now this Supplemental Agreement witnesseth and it is hereby agreed between the parties hereto that that part of the conditions laid down in clause 18

of the agreement already entered into by them(on the 1st day of September one thousand nine hundred and forty seven) as aforesaid shall stand altered and amended accordingly and that the date of supply of power shall be the First day of July 1949 instead of 1st day of January 1949 (First day of January one thousand nine hundred and forty nine) as specified therein.

IN WITNESS WHEREOF the Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department, for the time being Sri..... for and on behalf of the Government of His Highness the Maharaja of Mysore and

- Chief Engineer for Electricity to the Government of Madras for and on behalf of and by the order and Direction of His Excellency the Governor of Madras have hereunto set their hands.

Signed by the above named
in the presence of:

1.

2.

Secretary to the Govt. of
His Highness the Maharaja of
Mysore, Elecl. Department.

Signed by the above named
in the presence of:

1.

2.

Chief Engineer for Electricity
to the Govt. of Madras.

Copy
K Murthy 4/10
C.E.E
19/4/49

GOVERNMENT OF MYSORE. ELECTRICAL DEPARTMENT.

AGREEMENT made this sixth day of August 1947 between the Government of His Highness the Maharaja of Mysore represented by the Secretary to the said Government Electricity Department, for the time being, Mr. R. Ramakrishna hereinafter called the 'Supplier' of the one part, and His Excellency the Governor of Madras in the exercise of the Executive Authority of the Province of Madras hereinafter referred to as the 'Consumer'of the other part.

Whereas the Supplier has agreed to supply, and the Consumer has agreed to take electric power at Kollegal for the period and upon the terms and conditions hereinafter set forth; NOW THESE PRESENTS witness that the parties have agreed in manner following, that is to say:-

1. The Supplier agrees to supply to the Consumer in the first instance 84 H.P. and eventually up to 300 K.W. when the extension to the new factory proposed to be constructed by the Consumer and changeover of the Kollegal Panchayet materialise.

2. This agreement shall be in force for a period of five years from the date the Supplier notifies the Consumer that power supply is made available at the point of supply, but the right of running and maintaining the transmission lines by the Supplier through the territory of the Consumer will continue for a further period of fifty years after expiry of the initial guarantee period of five years subject to the condition that the Consumer shall not be under an obligation to take power after the said period of 5 years.

3. The power will be delivered at a Central point or points at Kollegal at 13.2 K.V., 25 cycles, 3 phase by running a single 13.2 K.V. transmission line along with a telephone line along the New Bridge to Kollegal at the expense of the Supplier, who will at his expense lay, fit up, maintain, supervise and keep in repair, suitable and proper cables and other apparatus for

(Continued-)

such delivery and metering equipments at the points of supply for measuring the energy supplied.

4. As the high tension metering equipments are not readily available the Supplier will instal low tension metering equipments at the various consuming centres and the energy consumed shall be determined, by the sum of the energy recorded by the low tension meters installed plus energy corresponding to 2½ per cent of the transformer capacity and this shall be accepted by the Consumer as energy consumed for purposes of billing until the high tension metering equipments are installed by the Supplier.

5. The Consumer may at his own expense instal check meters at the metering points of the Supplier.

6. The meters belonging to the Supplier will be kept properly sealed by the Supplier and the meters belonging to the Consumer will be kept properly sealed by the Consumer. The meters shall not be interfered with by either party except after due intimation to the other party.

7. The readings of the said meters installed by the Supplier shall be taken by the accredited representative of the Supplier as near noon as practicable on the last day of each calendar month and the readings so taken with the addition specified in clause 4 in case L.T. metering is adopted, shall be binding and conclusive between the Supplier and the Consumer, as to the amount of electrical energy supplied to the Consumer. The Consumer's representative may arrange to be present at the time of the reading. In the event of any meter being found defective and a check meter not having been installed, the power consumed for the period during which the meter was defective shall be determined by taking the daily average consumption for the previous period of supply not exceeding three months.

(Continued-)

8. Once in every year the meters shall be calibrated and standardised if considered necessary by the Supplier, in the presence of a representative of the Consumer.

9. Either party to this agreement may at any time and after notice to the other party, have a special test carried out of any or all the meters belonging to the Supplier above mentioned at a place to be fixed by mutual agreement. The meter or meters so tested shall be deemed to be correct if as a result of such tests the meter or meters are found to vary within the limits prescribed by the Indian Electricity Rules, 1937, or any statutory modification thereof for the time being in force. If the mean error be found to be more than that prescribed by the said Indian Electricity Rules or any statutory modification thereof for the time being in force, the Supplier will deduct from or add to the account of the preceding period of three months an amount equivalent to the error. The expenses of such tests shall be borne by the Supplier in the event of the accounts requiring any adjustment as hereinbefore mentioned. If no adjustment of the account is necessary as a consequence of such special test the party at whose instance the test was conducted shall bear the cost of such test.

10. The Consumer shall permit the Supplier to occupy free of charge a space 50' x 50' at the point of supply for installing the terminal structure and a small room for locating the telephone, tools and other equipment necessary for the efficient maintenance of the Transmission.Line.

The terminal structure room and other equipment referred to above shall on the expiry of this agreement be dismantled and removed by the Supplier at his own expense.

11.(a) The total quantity of power delivered at the points of supply as registered by the Supplier's recording meter or meters installed for the purpose at such points shall be paid for by the Consumer by monthly payments as per tariff noted below subject to

(Continued-)

a monthly minimum of 1/12th of 10% on the Capital Cost incurred in arranging power supply. A meter hire of Rs2/- per month per meter will be levied in addition.

Total monthly consumption in K.W.H.	Rate per K.W.H. anna.	Rate per K.W. of maximum demand per month.
Up to 1,00,000	0.450	
Exceeding 1,00,000 and upto 1,50,000	0.425	Plus.
" 1,50,000 " 2,00,000	0.400	Up to 1,000 K.W.
" 2,00,000 " 3,00,000	0.375	Rs3/- 1,000 K.W.
" 3,00,000 " 5,00,000	0.350	and over Rs2-12-0
" 5,00,000 " 10,00,000	0.325	
" 10,00,000 and above.	0.300	

The above tariff is subject to a maximum overall unit charge of 0.66 anna per unit without prejudice to the minimum monthly payment based on maximum demand defined in sub-clause (d) provided the consumption is in excess of 1,20,000 units per month. If the consumption is below, 1,20,000 units per month, the tariff is subject to a maximum overall unit charge of 0.75 anna per unit without prejudice to the minimum monthly payment defined in sub-clause (d).

The above tariff and the maximum overall unit charges are further subject to a surcharge of 10% or such other rate as may be levied from time to time by the Government of Madras on the Consumers served by the Electricity Department of the Government Of Madras from their Hydro-Electric Stations.

(b) For the purpose of this agreement the maximum demand of supply to the Consumer for each month shall be the maximum demand at the point of supply during any consecutive thirty minutes in the month.

(c) Maximum demand charges for any month and at the points of

(Continued-)

supply shall be based upon maximum Kilowatt demand as determined in accordance with sub-clause (b) for the previous calendar months commencing from January of each year and ending with the month in question. For the first calendar year of service under this agreement the demand charge for any month will be based on the maximum Kilowatt demands for the months commencing with the month of commencement of supply and ending with the month in question. The demand charge for the first month of operation will correspond to the maximum demand for that month.

(d) The demand payment will be a fixed monthly charge whether energy is consumed or not and shall constitute the minimum monthly payment, without prejudice to the monthly minimum based on capital cost referred to in sub-clause (a)

(e) The power factor of the plant and apparatus owned by the Consumer at the point of supply shall not be less than 0.8. Should the power factor be below 0.8 it is liable to a penalty of 8 annas (eight annas) per K.W. of monthly demand while, if the power factor drops below 0.7 it must be brought up by the methods approved by the Engineers of the Supplier, failing which the services may be discontinued. For the purposes of this clause the power factor shall be that determined during the half hour of maximum demand on any working day in the month.

12. The Supplier will send to the Consumer a statement of account of the electrical consumption during each calendar month and the Consumer shall pay the amount within 21 days of the receipt of such statement.

13. In case the Consumer fails to pay any charge due for power supply within 21 days after the statement of account is sent, the Supplier shall have the option to cut off the supply without prejudice to the recovery of all dues from the Consumer, including the cost of power supplied upto the date the supply of power is cut off with interest at 7 per cent per annum from the date the payment became due to the date of payment and the Consumer shall be liable

(Continued-)

to pay the monthly minimum prescribed in clause 11 during the whole period of such stoppage.

14. The Supplier will take all reasonable precautions to ensure the supply of power to the Consumer and the due continuity of such supply with as little variation of voltage and frequency as is reasonably practicable, but the Supplier shall not be liable to the Consumer for any loss due to interruption in the supply of power by reason of cutting off of or damage to, any wires, or works of the Supplier due to war, mutiny, riot, or strike or by reasons of earthquake, hurricane or tempest or of any accidents or causes not within the control of the Supplier, provided always that the Supplier shall give notice as early as possible of the probable duration of any interruption in supply due to any of the aforesaid causes and will use every practicable means to make the period of interruption as short as possible.

If at any time the Consumer is prevented from receiving and using the Electrical Energy to be supplied under this agreement either in whole or in part owing to any strikes, riots, insurrections, lawful command of a civil or military authority, fire, explosion, act of God or any other cause reasonably beyond control the minimum guarantee under this agreement shall be reduced in proportion to the ability of the Consumer to take supply but not below the minimum of 1/12 of 10 per cent per month of the Capital Cost incurred in arranging the supply.

15. The Supplier reserves the right to discontinue the supply of power for the purpose of testing for a period not exceeding one hour once every month and also at any other time if it should appear necessary to the Supplier to test any portion of the plant in order to secure subsequent continuity of supply or for the purpose of connecting new machinery. These monthly stoppages may at the option of the Supplier, be extended on due notice to 6 hours once every six months. No reduction of the monthly minimum charges

(Continued-)

shall be claimed by the Consumer on this account.

16. The Consumer confers on the Supplier the right of laying and maintaining the transmission line referred to above through the territory of the Consumer and also the right of extending the Transmission Line beyond the point of supply in the said territory to places within the Mysore State beyond the territory of the Consumer for a period of 55 years in the first instance from the date on which this agreement comes into force.

17. The Consumer agrees to reimburse the Supplier the amount of any income-tax that may have to be paid by the Supplier in respect of the earnings made by the Supplier under this agreement.

18. The Consumer shall exempt from the operation of the Madras Motor Vehicles Taxation Act 1931 all vehicles belonging to the Supplier and of the Supplier's employees when used for the purpose of construction and maintenance of the Transmission Line and equipment, in the territory of the Consumer.

19. The Consumer shall give to the Supplier all necessary facilities for clearing jungle lands for the required width of for the satisfactory running and maintenance of the Transmission Line through the territory of the Consumer and the Consumer shall not charge the Supplier compensation or royalty in any shape or form on account of these works on Government lands within the Consumer's territory.

20. At the present request of the Consumer this agreement may be extended beyond the 5 years period referred to in Clause 2 for a further period to be mutually agreed upon by the Supplier and the Consumer.

21. The Supplier and the Consumer hereby agree that if at any time there should arise any dispute or difference between them touching the interpretation or operation or carrying out of this agreement such disputes shall be referred to the decision of three arbitrators one to be appointed by each party and a third by the two arbitrators.

(Continued-)

by the two arbitrators, and the decision of the arbitrators or of a majority of them, as the case may be, shall be final and binding on the parties.

22. In witness whereof R. Ramakrishna, the Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department for the time being, for and on behalf the Government of His Highness the Maharaja of Mysore, and G. Sundaram, the Chief Engineer for Electricity to the Government of Madras, for and on behalf of and by the order and direction of His Excellency the Governor of Madras have hereunto set their hands.

Sd/- R. Ramakrishna,

Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department.

Signed by the abovenamed in the presence of

1. Sd/- S. Sivadatta, Superintendent, Electrical Branch, General and Revenue Secretariat.

2. Sd/- V. Doraiswamy, Clerk, Electrical Branch, General and Revenue Secretariat.

Sd/- G. Sundaram,

Chief Engineer for Electricity to the Government of Madras.

Signed by the abovenamed in the presence of

1. Sd/- General Superintendent, Operating Systems.

2. Sd/- N. Venkataraman, Personal Assistant to the Chief Engineer for Electricity.

Seal of the Government of India. Ministry of States.

Approved and confirmed by the Governor General.

Sd.

Additional Secretary, Ministry of States, Government of India.

Copy
Chief Electrical Engineer
Bangalore

Agreement made this day of 1949 between the Government of His Highness the Maharaja of Mysore represented by the Secretary to the said Government, Electrical Department for the time being Sri Hereinafter called the "Supplier of the one part and His Excellency the Governor of Madras in the exercise of the Executive Authority of the Province of Madras, hereinafter referred to as the "Consumer" of the other part.

Whereas under an agreement dated the 6th August 1947 between the Supplier and the Consumer, the Supplier is furnishing to the Consumer a Supply of electrical energy in bulk at Kollegal for the purpose of distribution in that area.

And whereas the said agreement has expired on the 26th August 1948 at the end of the period of five years specified in the clause 2 thereof:

And whereas the Consumer has requested the Supplier to enter into a fresh agreement for supplying power to the extent of 800 K.W., for a period of ten years, and the Supplier has agreed to do so on the terms and conditions hereinafter contained.

NOW THESE PRESENTS witness that the parties have agreed in manner following that is to say:

1. The Supplier agrees to supply to the Consumer power up to 800 K.W under this agreement.

2. This agreement shall be in force for a period of ten years commencing on the 27th day of August 1948 but the right of running and maintaining the transmission lines by the Supplier through the territory of the Consumer will continue for a further period of forty years after the expiry of the period of ten years mentioned above subject to the condition that the Consumer shall not be under an obligation to take power after the said period of ten years.

3. The power will be delivered by the Supplier at a central point at Kollegal at 13.2 KV 25 cycles, 3 phase by running a single 13.2 KV Transmission Line along with a telephone line along the New Bridge to Kollegal at his expense.

er will as also, at his expense, lay, fit up, maintain, se and keep in repair, suitable and proper cables and other ratus for such delivery and metering equipment at the point of supply for measuring the energy supplied.

4. For the purpose of registering the electrical energy taken and the demand in K.W. or KVA. made by the Consumer under this agreement, there shall be provided at the point of supply one suitable H.T. metering equipment which shall be the property of and kept in repair and calibrated by the Supplier.

5. The Consumer may at his own expense install check meters at the metering point of the Supplier.

6. The meters belonging to the Supplier will be kept properly sealed by the Supplier and the meters belonging to the Consumer will be kept properly sealed by the Consumer. The meters shall not be interfered with by either party except after due intimation to the other party.

7. The readings of the said meters installed by the Supplier shall be taken by the accredited representative of the Supplier at or as near noon as practicable on the last day of each calendar month and the readings so taken shall be binding and conclusive between the Supplier and the Consumer as to the amount of electrical energy supplied to the Consumer. The Consumer's representative may arrange to be present at the time of reading. In the event of any meter being found defective a check meter not having been installed, the power consumed for the period during which the meter was defective shall be determined by taking the daily average consumption for the previous period of supply not not exceeding three months.

8. Once in every year the meters shall be calibrated and standardised, if considered necessary by the Supplier, in the presence of a representative of the Consumer.

9. Either party to this agreement may at any time and after notice to the other party, have a special test carried out of any or all the meter belonging to the Supplier above mentioned at a place to be fixed by mutual agreement. The meter or meters so tested shall be deemed to be correct if as a result of such test the meter or meters are found to vary within the limits prescribed by the Indian Electricity rules, 1937, or

any statutory modification thereof for the time being in force. If the mean error be found to be more than that prescribed by the said Indian Electricity Rules or any statutory modification thereof for the time being in force, the Supplier will deduct from or add to the account of the preceding period of three months an amount equivalent to the error. The expenses of such tests shall be borne by the Supplier in the event of the accounts requiring any adjustment as hereinbefore mentioned. If no adjustment of the account is necessary as a consequence of such special test the party at whose instance the test was conducted shall bear the cost of such test.

10. The Consumer shall permit the Supplier to occupy free of charge a space 50' x 50' at the point of supply for installing the terminal structure and a smallroom for locating the telephone tools and other equipment necessary for the efficient maintenance of the transmission line

The terminal structure room and other equipment referred to above shall on the expiry of this agreement be dismantled and removed by the Supplier at his own expense.

11.(a) The total quantity of power delivered at the point of supply as registered by the Supplier's recording meter or meters installed for the purpose of such point shall be paid by the Consumer by monthly payments as per tariff noted below subject to a monthly minimum of 1/12 of 10% on the Capital Cost incurred in arranging power supply. A meter hire of Re.1/- per month per meter will be levied in addition.

	Total monthly consumption in K.W.H.		Rate per K.W.H. anna	Rate per K.W. of Maximum Demand per month.
I	Up to	1,00,000	0.450)	Plus up to 1,000 K.W. Rs.3/-
II	Exceeding	1,00,000 and up to 150,000	0.425)	1,000 K.W. and over Rs.2-12-0
III	"	1,50,000 " 200,000	0.400)	
IV	"	2,00,000 " 300,000	0.375)	
V	"	3,00,000 " 500,000	0.350)	
VI	"	5,00,000 "10,00 ,000	0.325)	
VII	"	10,00,000 and above	0.300)	

The above tariff is subject to a maximum overall unit charge of 0.66 anna per unit without prejudice to the minimum monthly payment based on maximum demand defined in sub-clause (d) provided the consumption is in

excess of 1,20,000 units per month. If the consumption is below 1,20,000 units per month, the tariff is subject to a maximum overall unit charge of 0.75 anna per unit without prejudice to the minimum monthly payment defined in sub-clause (d).

The above tariff and the maximum overall unit charges are further subject to a surcharge of 10% or such other rate as may be levied from time to time by the Government of Madras on the Consumers served by the Electricity Department of the Government of Madras from their Hydro - Electric Station.

(b) For the purpose of this agreement, the maximum demand of supply to the Consumer for each month shall be the maximum demand at the point of supply during any consecutive thirty minutes in the month.

(c) Maximum demand charges for any month and at the point of supply shall be based upon Maximum Kilowatt demand as determined in accordance with sub-clause (b) for the previous calendar months commencing from January of each year and ending with the month in question.

(d) The demand payment will be a fixed monthly charge whether energy is consumed or not and shall constitute the minimum monthly payment without prejudice to the monthly minimum based on capital cost referred to in sub-clause (c).

(e) The power factor of the plant and apparatus owned by the Consumer at the point of supply shall not be less than 0.8. Should the power factor be below 0.8 it is liable to a penalty of 8 annas (eight annas) per K... of monthly demand while, if the power factor drops below 0.7, it must be brought up by methods approved by the Engineers of the Supplier failing which the services may be discontinued. For the purposes of this clause, the power factor shall be that determined during the half hour of maximum demand on any working day in the month.

12. The Supplier will send to the Consumer a statement of account of the electrical consumption during each calendar month and the Consumer shall pay the amount within 21 days of the receipt of such statement.

13. In case the Consumer fails to pay any charge due for power supply within 21 days after the statement of account is sent, the Supplier shall have the option to cut off the supply without prejudice to the recovery of all dues from the Consumer, including the cost of power supplied up to the date the supply of power is cut off with interest

at 7 per cent per annum from the date the payment became due to the date of payment and the Consumer shall be liable to pay the monthly minimum prescribed in clause 11 during the whole period of such stoppage.

14. The Supplier will take all reasonable precautions to ensure the supply of power to the Consumer and the due continuity of such supply with as little variation of voltage and frequency as is reasonably practicable, but the Supplier shall not be liable to the Consumer for any loss due to interruption in the supply of power by reason of cutting off of or damage, to any wires, or works of the Supplier due to war, mutiny riot, or strike or by reasons of earthquake, hurricane, or tempest or of any accidents or causes not within the control of the Supplier provided always that the Supplier shall give notice as early as possible of the probable duration of any interruption in supply due to any of the aforesaid clauses and will use every practicable means to make the period of interruption as short as possible.

If at any time the Consumer is prevented from receiving and using the electrical energy to be supplied, under this agreement either in whole or in part, owing to any strike, riots, insurrections, lawful command of a civil or military authority, fire, explosion, act of God or any other cause reasonably beyond control, the minimum guarantee under this agreement shall be reduced in proportion to the ability of the Consumer to take supply, but not below the minimum of 1/12 of 10 per cent per month of the capital cost incurred in arranging the power supply.

15. The Supplier reserves the right to discontinue the supply of power for the purpose of testing for a period not exceeding one hour once every month and also at any other time if it should appear necessary to the Supplier to test any portion of the plant in order to secure subsequent continuity of supply or for the purpose of connecting new machinery. These monthly stoppages may at the option of the Supplier, be extended on due notice to 6 hours once every six months. No reduction of the monthly minimum charges shall be claimed by the Consumer on this account.

16. The Consumer confers on the Supplier the right of laying and maintaining the transmission line referred to above through the territory of the Consumer and also the right of extending the Transmission Line beyond the point of supply in the said territory to places within the

Mysore State beyond the territory of the Consumer for a period of 35 years in the first instance on and from the 27th August 1943.

17. The Consumer agrees to reimburse the Supplier the amount of any income tax that may have to be paid by the Supplier in respect of the earnings made by the Supplier under this agreement.

18. The Consumer shall exempt from the operation of the Madras Motor Vehicles Taxation Act 1931, all vehicles belonging to the Supplier and of the Supplier's employees when used for the purpose of construction and maintenance of the Transmission Line and equipment, in the territory of the Consumer.

19. The Consumer shall give to the Supplier all necessary facilities for clearing jungle lands for the required width for the satisfactory running and maintenance of the Transmission Line through the territory of the Consumer and the Consumer shall not charge the Supplier compensation or royalty in any shape or form on account of these works on Government lands within the Consumer's territory.

20. At the request of the Consumer, this agreement may be extended beyond the 10 years period specified in clause 2 for a further period to be mutually agreed upon by the Supplier and the Consumer.

21. The Supplier and the Consumer hereby agree that if at any time there should arise any dispute or difference between them touching the interpretation or operation or carrying out of this agreement, such disputes shall be referred to the decision of three arbitrators one to be appointed by each of the parties and a third by the two arbitrators, and the decision of arbitrators or of a majority of them, as the case may be, shall be final and binding on the parties.

22. In witness whereof

the Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department for the time being for and on behalf of the Government of His Highness the Maharaja of Mysore, and G.Sundaram, the Chief Engineer for Electricity to the Government of Madras, for and on behalf of and by the order and direction of His Excellency the Governor of Madras have hereunto set their hands.

SECRETARY TO THE GOVERNMENT OF
HIS HIGHNESS THE MAHARAJA OF MYSORE,
ELECTRICAL DEPARTMENT.

Signed by the abovenamed

in the presence of:

1.

2.

CHIEF ENGINEER (ELECRICITY)
TO THE GOVERNMENT OF MADRAS.

Signed by the abovenamed

in the presence of:

1.

2.

SEAL OF THE GOVERNMENT OF INDIA,
MINISTRY OF STATES.

Approved and confirmed by the Governor General.

Additional Secretary,
Ministry of States,
Government of India.

Copy
Chief Electrical Engineer

Copy of D.O.letter No.4640 D/36-2 dated the 22nd December 1936 from Mr.W.Scott Brown, C.I.E., I.C.S. Secretary to the Government of Madras, Public Works Department, Fort St.George, Madras, to the Dewan of Mysore, Bangalore.

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Conference held on 3rd, 4th and 5th December 1936 regarding the sharing of the waters of the Tungabhadra and its tributaries and the Sivasamudram Royalty.

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I am directed to forward herewith, for your acceptance, as a preliminary to a more formal agreement eventually to be ratified by the two Government, a note of the conclusions arrived at regarding the sharing of the Tungabhadra waters and the Sivasamudram Royalty. The conclusions have been stated in rather more detail and more formally than was possible in the very short time available on 5th December after agreement had been reached.

I am to add that before proceeding further the Madras Government will have to satisfy themselves that there is nothing in the conclusions reached at the informal conference which is unacceptable to His Exalted Highness the Nizam's Government and the Hon'ble the Resident in Hyderabad has been addressed to arrange for a conference between the Engineers of the two Governments and if necessary thereafter a conference between representatives of the Madras and Hyderabad Governments.

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-/copy/-

Chief Electrical Engineer.

7/11

B. SIVASAMUDRAM ROYALTY.

In modification of the terms regarding the royalty payable to the Madras Government by the Mysore Government for the utilisation of the water power of the Cauvery Falls at Sivasamudram for the generation of electric power, contained in Madras Government's letter No.431 (Confidential No.70) Revenue dated 7-5-1900, and agreed to by the Mysore Government in their letter No.150 D.C. dated 26-5-1900,,the Madras and Mysore Governments agree that, in lieu of the payment of Rs.5/- per electrical horse-power per annum for half the total water power utilised, a consolidated sum of Rs.20,000 (twenty thousand) per annum shall be paid with effect from the date of the expiry of the previous agreement.

Provided always that any water diverted from the river above the falls for the generation of power shall be returned to the river below the falls without being fouled or diminished in quantity and that the other terms and conditions of the previous agreement, viz., those contained in sub paragraphs (iv) and (v) of paragraph 3 of the Mysore Government's letter referred to above shall continue to remain in force.

Note: It is clearly understood that the Madras Government do not consider that the payment of Rs.20,000/- per annum now agreed to represents the full value of their water power rights at Sivasamudram. This amount, which is very small compared with their own valuation, has been agreed to by the Madras Government as a special case in consideration of the Agreement arrived at with the Mysore Government in the negotiations regarding the sharing of the waters of the Thungabhadra river and its tributaries.

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-/copy/-

Chief Electrical Engineer.

P.T.O.
7/11